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March 22, 2006

Marlene Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Comments of the City of Ashland
MB Docket No. 05-311

Dear Ms. Dortch:

Enclosed you will find an original and four copies of the City of Ashland's Comments regarding MB Docket No. 03-311. We appreciate the opportunity to provide information regarding our franchise to the FCC.

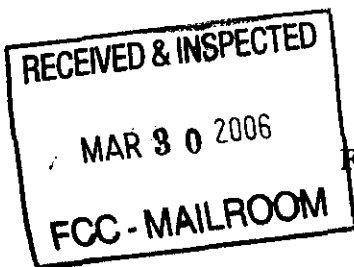
Should you need any additional information, please contact me.

Yours truly,

Michelle R. Merchant
Assistant City Clerk/ABC/CATV Administrator

Enclosures

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of)
Implementation of Section 621(a)(1) of)
the Cable Communications Policy Act of 1984)
as amended by the Cable Television Consumer)
Protection and Competition Act of 1992)

MB Docket No. 05-311

COMMENTS OF THE CITY OF ASHLAND

These Comments are filed by City of Ashland in support of the comments filed by the National Association of Telecommunications Officers and Advisors ("NATOA"). Like NATOA, the City of Ashland believes that local governments can issue an appropriate local franchise for new entrants into the video services field on a timely basis, just as they have for established cable services providers. In support of this belief, we wish to inform the Commission about the facts of video franchising in our community.

Cable Franchising in Our Community

Community Information

The City of Ashland has a population of 21,981. Our franchised cable provider(s) is/are Frontiervision Operating Partners, LP. Our community has negotiated cable franchises since 1966.

Our Current Franchise

Our current franchise began on June 30, 2005 and expires on June 30, 2015. Under the statutory timeline laid out in the Federal Cable Act, the cable operator has a 6-month window beginning 36 months before the expiration of the franchise in which to request a renewal under the Federal Act. As a result, at this time we are not currently negotiating a franchise renewal with the incumbent provider.

Our franchise requires the cable operator to pay a franchise fee to the City in the amount of 5% of the cable operator's revenues. The revenues for franchise fee purposes are calculated based on the gross revenues of the operator, in accordance with the Federal Cable Act.

We require the cable operator to provide the following capacity for educational and governmental ("EG") access channels on the cable system. We currently have 1 channel (or

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capacity) devoted to educational access and 1 channel (or capacity) devoted to government access.

Our franchise contains the following requirements regarding emergency alerts: The franchise requires compliance with all applicable rules of the Federal Communication Commission regarding carriage of emergency communications by cable television operators. These emergency alert requirements provide an important avenue of communication with our residents in the event of an emergency.

Our franchise contains the following customer service obligations, by which we are able to help ensure that the cable operator is treating our residents in accordance with federal standards and the terms it agreed to in its franchise: An office shall be maintained within the city limits or within 10 miles of City Hall with normal business hours. The office shall provide customers with services to pay or contest bills, order new service, report service problems and conduct other routine business. The franchisee maintains a local, toll-free or collect call telephone access line which will be available to subscribers 24 hours a day, seven days a week. Ninety-five percent of the time standard installations will be performed with seven (7) business days after the order is placed; excluding circumstances beyond control, "service interruptions" will be worked on promptly and in no event later than 24 hours after the interruption becomes known; appointment window alternatives for installations, service calls and other installation activities will be either at a specific time or, at maximum, a four-hour time block during normal business hours; an appointment with a customer may not be cancelled by the Franchisee after the close of business on the business day prior to the scheduled appointment; if the Franchisee's representative is running late for an appointment with a customer and will be unable to keep the appointment, the customer will be contacted and the appointment rescheduled, as necessary, at a time convenient for the customer. The Franchisee shall provide, in writing, at the time of installation and at least annually to all subscribers information regarding products and services offered, prices and options for programming services, conditions of subscription to programming and other services, installation and service maintenance policies, instructions on how to use cable services, channel positions and billing and complaint procedures. Customers will be notified of any changes in rates, programming services or channel positions as soon as possible, in writing.

Our franchise requires that the cable operator currently provide service to the following areas of our community: The area of service shall be the incorporated area of the City of Ashland and such additional areas as may be included in the corporate limits of the City of Ashland during the term of the franchise. Service shall be extended to subscribers and potential subscribers throughout the entire franchise area subject to the following density requirements: if an area is currently unserved or is annexed, the Franchisee shall be required to extend cable service to the unserved or annexed area or any portion of such area that has a density of residential dwelling units equal to or greater than 30 homes per linear mile measured from the Franchisee's closest service node. Where the density of residential dwelling units is less than 30 homes per mile, the Franchisee shall inform persons requesting service of the possibility of paying for the installations. If a residential dwelling unit or a business is located within 125 feet of the nearest tap on the cable system (75 feet for underground installations) a person requesting service shall be connected to the system upon request at no charge other than the standard

installation charge. If the residential dwelling unit desiring to be served is located more than 125 feet from the nearest tap (75 feet for underground installations) on the cable system, the Franchisee may charge such person no more than its incremental costs that are required in excess of extending the service 125 feet (or 75 feet, as applicable) from the nearest tap.

Our franchise contains the following insurance and bonding requirements: At all times during the term of the franchise, Franchisee shall obtain, pay all premiums for, and file with the City certificates of insurance and receipts evidencing the payment of premiums for general commercial comprehensive public liability insurance, property damage insurance and an excess umbrella liability policy. Additionally, the Franchisee shall maintain a faithful performance bond running to the City in the penal sum of \$50,000.00.

The cable franchise grants the cable operator access to the public rights of way and compatible easements for the purpose of providing cable television service. Apart from the franchise, the cable provider is required to obtain a permit from the appropriate municipal office as well before it may access the public rights of way. A Conditional Use of Right of Way Application is reviewed by the City and, if approved, is issued by the City's Planning & Community Development Department. The cost for this permit is \$250.00.

The franchise agreement provides for the following enforcement mechanisms by which we are able to ensure that the cable operator is abiding by its agreement: The Franchisee shall construct, operate, and maintain the cable system subject to the supervision of all of the authorities of the City and in compliance with all generally applicable laws, ordinances and departmental rules and regulations affecting the system. To the extent necessary for enforcement of this Franchise, the cable system and all parts thereof shall be subject to the right of periodic inspection by the City upon reasonable notice. Additionally, to assure that the Franchisee is complying with the terms of the Franchise, upon 90 days of written request, but no more frequently than once in any 24 month period, the Franchisee shall be required to provide to the City Commission, a written report that sets forth the current status of the Cable system, non-proprietary maps of locations of transmission and distribution structures, lines and equipment, number of subscribers, type and nature of services available and provided, channel lineups, premium services, and current pricing lists for all such services provided. The City may hold a public hearing or hearings in accordance with the Franchise.

The Franchising Process

Under the law, a cable franchise functions as a contract between the local government (operating as the local franchising authority) and the cable operator. Like other contracts, its terms are negotiated. Under the Federal Cable Act it is the statutory obligation of the local government to determine the community's cable-related needs and interests and to ensure that these are addressed in the franchising process – to the extent that is economically feasible. However derived (whether requested by the local government or offered by the cable operator), once the franchise is approved by both parties the provisions in the franchise agreement function as contractual obligations upon both parties.

Our current franchise provides that changes in law which affect the rights or responsibilities of either party under this franchise agreement will be treated as follows: The Franchisee and the City shall conform to all State and federal laws, rules and regulations regarding cable service as they become effective. The Franchisee shall also comply with all *generally applicable ordinances, resolutions, rules and regulations hereto fore or hereafter* adopted pursuant to the City's lawful police powers that do not discriminate against the Franchisee or materially impair or abrogate any of the Franchisee's contractual rights or obligations under the Franchise that are not preempted by State or federal law.

Competitive Cable Systems

Our community

- has never been approached by a competitive provider to provide service.
- has not denied any provider the opportunity to serve in our community.
- does have the right to grant similar use of said streets to any person at any time during the period of the Franchise.

Conclusions

The local cable franchising process functions well in the City of Ashland. As the above information indicates, we are experienced at working with cable providers to both see that the needs of the local community are met and to ensure that the practical business needs of cable providers are taken into account.

Local cable franchising ensures that local cable operators are allowed access to the rights of way in a fair and evenhanded manner, that other users of the rights of way are not unduly inconvenienced, and that uses of the rights of way, including maintenance and upgrade of facilities, are undertaken in a manner which is in accordance with local requirements. Local cable franchising also ensures that our local community's specific needs are met and that local customers are protected.

Local franchises thus provide a means for local government to appropriately oversee the operations of cable service providers in the public interest, and to ensure compliance with applicable laws. There is no need to create a new Federal bureaucracy in Washington to handle matters of specifically local interest.

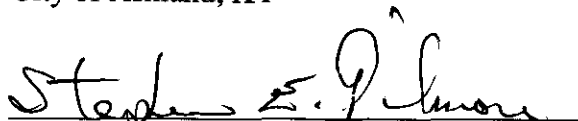
Finally, local franchises allow each community, including ours, to have a voice in how local cable systems will be implemented and what features (such as PEG access, institutional networks or local emergency alerts, etc.) will be available to meet local needs. These factors are equally present for new entrants as for existing users.

The City of Ashland therefore respectfully requests that the Commission do nothing to interfere with local government authority over franchising or to otherwise impair the operation of the local franchising process as set forth under existing Federal law with regard to either existing cable service providers or new entrants.

Respectfully submitted,

City of Ashland, KY

By:

A handwritten signature in black ink, appearing to read "Stephen B. Gilmore", written over a horizontal line.

Stephen B. Gilmore, Mayor
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cc: NATOA, info@natoa.org
John Norton, John.Norton@fcc.gov
Andrew Long, Andrew.Long@fcc.gov